

**AMENDMENT 1 TO
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME:	WAINIHA HUI ESTATES
PROJECT ADDRESS:	WAINIHA POWER HOUSE ROAD, WAINIHA, KAUAI, HAWAII 96714
REGISTRATION NUMBER:	6373
EFFECTIVE DATE OF REPORT:	January 13, 2010
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>JULY 25, 2007</u> <input type="checkbox"/> Amended Report dated _____ <input checked="" type="checkbox"/> Supersedes all prior amendments: Includes all prior amendment(s) and <u>must</u> be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>JULY 25, 2007</u> <input type="checkbox"/> Amended Report dated _____
DEVELOPER(S):	(1) BRYSONE KANOHI NISHIMOTO, TRUSTEE AS AFORESAID TRUST DAED 8/11/91, (2) BRYSONE KANOHI NISHIMOTO, SUCCESSOR TRUSTEE OF CATHERINE RISINGER NISHIMOTO TRUST DATED 8/11/92 (3) RITCH MCBRIDE SUCCESSOR

Preparation of this Amendment

TRUSTEE OF THE DANIEL BELLIN ASSOCIATES PENSION & PROFIT SHARING PLAN AND TRUST AGREEMENT DATED 10/18/85

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means any change that directly, substantially, and adversely affects the use or value of (1) A purchaser's unit or appurtenant limited common elements; or (2) Those amenities of the project available for the purchaser's use.

The law defines "pertinent change" to mean, as determined by the commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

This Amendment has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

The law defines "material facts" to mean any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale.

This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

The following documents reflect changes to the Developer's Public Report for the WAINIHA HUI ESTATES Condominium dated July 25, 2007.

1. Deed dated October 10, 2007 recorded as Document No 2007-204428 of the conveyance of Unit A from BRYSONE KANOHI NISHIMOTO, Trustee of the Brysone Kanohi Nishimoto Trust dated August 11, 1992, and BRYSONE KANOHI NISHIMOTO, Successor Trustee of the CATHERINE RISINGER NISHIMOTO Trust dated August 11, 1992, as to an undivided ½ interest as Tenants in Common as to an undivided 50.29% interest and RITCH MCBRIDE, Successor Trustee of the Daniel Bellin & Associates Pension and Profit Sharing Plan and Trust dated October 28 1985 as to an undivided 49.71%, as Tenants in Common, Grantor, and BRYSONE KANOHI NISHIMOTO, Trustee of the Brysone Kanohi Nishimoto Trust dated August 11, 1992, and BRYSONE KANOHI NISHIMOTO, Successor Trustee of the CATHERINE RISINGER NISHIMOTO Trust dated August 11, 1992 as Grantee.

2.. Deed dated October 19, 2007 recorded as Document No 2007-220751 of the conveyance of Unit B from BRYSONE KANOHI NISHIMOTO, Trustee of the Brysone Kanohi Nishimoto Trust dated August 11, 1992, and BRYSONE KANOHI NISHIMOTO, Successor Trustee of the CATHERINE RISINGER NISHIMOTO Trust dated August 11, 1992, as to an undivided ½ interest as Tenants in Common as to an undivided 50.29% interest and RITCH MCBRIDE, Successor Trustee of the Daniel Bellin & Associates Pension and Profit Sharing Plan and Trust dated October 28 1985 as to an undivided 49.71%, as Tenants in Common, Grantor, and RITCH MCBRIDE, Successor Trustee of the Daniel Bellin & Associates Pension and Profit Sharing Plan and Trust dated October 28 1985, as Grantee.

3. Second Amendment to Declaration of Condominium Property Regime of Wainiha Hui Estates dated August 18, 2009 recorded as Document No. 2009-126877 by the Declarant BRYSONE KANOHI NISHIMOTO, Trustee of the Brysone Kanohi Nishimoto Trust dated August 11, 1992, and BRYSONE KANOHI NISHIMOTO, Successor Trustee of the CATHERINE RISINGER NISHIMOTO Trust dated August 11, 1992, as to an undivided ½ interest as Tenants in Common as to an undivided 50.29% interest and RITCH MCBRIDE, Successor Trustee of the Daniel Bellin & Associates Pension and Profit Sharing Plan and Trust dated October 28 1985 as to an undivided 49.71%, as Tenants in Common, Grantor, and RITCH MCBRIDE, Successor Trustee of the Daniel Bellin & Associates Pension and Profit Sharing Plan and Trust dated October 28 1985. as Declarant..

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

4. Exclusive Right to Sell Listing Agreement dated October 29, 2009 between BRYSONE KANOHI NISHIMOTO, Trustee of the Brysone KanoHi Nishimoto Trust dated August 11, 1992, and BRYSONE KANOHI NISHIMOTO, Successor Trustee of the CATHERINE RISINGER NISHIMOTO Trust dated August 11, 1992 for Tax Map Key (4) 5-8-4-27, CPR 1 which was divided into Units A and C for sale by Na Pali Properties, Inc. P. O. Box 476, Hanalei, Hawaii 96714, signed by broker in charge Jane Abramo

Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

The insertion of one spatial Unit C in paragraph 1.3 Units Types and Sizes of Units of 25 square feet.

The insertion of 2 residential units A and C with R-1 zoning and one Unit B shed with Open zoning in paragraph 1.13 Uses Permitted by Zoning and Zoning Compliance matters.

The insertion of Real Estate Broker in paragraph 2.2 for the sale of apartments A and C as described in the 2nd amendment to the Declaration of Condominium Property Regime.

2.2 Real Estate Broker Name: Na Pali Properties, Inc.

Business Address: P. O. Box 475, Hanalei,
Hawaii 95714

Business Phone Number: (808) 8267272

E Mail address: jane@napiliprop.com

The changes made by the 2nd amendment to the Declaration of Condominium Property Regime in the various paragraphs are as follows:

3.0 DESCRIPTION OF PROJECT. The project consists of three Units, two units having two (2) structures without a basement and a spatial unit as located on the Site Plan of the Condominium Map. The floor plans and elevations of the structures and the Spatial Unit, being recorded concurrently herewith in the Bureau of Conveyances, State of Hawaii, as Condominium Map No. 4426, as amended, hereinafter "Condominium Map";

3.1 DESCRIPTION OF BUILDINGS. There are two structures both being sheds constructed principally of four iron posts and three sides covered with geo textile shade cloth with no roof of approximately 16 square feet with no basement. The third structure to be built within Spatial Unit C with no basement.

4.1 Project. The Project is hereby divided into the following three (3) freehold estates:

a. Unit A. Unit A consists of a one freehold estate consisting of shade structure without a basement of four iron posts and three sides covered with geo textile shade cloth with no roof of approximately 16 square feet.

b. Unit B. Unit B consists of a one freehold estate consisting of a shade structure without a basement of four iron posts and three sides covered with geo textile shade cloth with no roof of approximately 16 square feet.

c. Unit C. Unit C consists of a freehold estate consisting of a spatial unit of a structure to be built within the coordinates of a 5 foot length, 5 feet wide and 5 feet height with a space of approximately 25 square feet."

5.0 COMMON INTEREST. Each unit shall have the following appurtenant common interest and the same shall be determinative for all purposes including voting and the allocation of the common profits and expenses:

Unit A	30.00%
Unit B	50.00%
Unit C	20.00%
Total	100.00%

The common interest was computed by allocating an equal percentage to each of the two units A and B.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

Changes continued:

The division of A into two units was computed by allocating the 50% interest into the revised Unit A having a larger land area into 30% percentage interest and Unit C into the lesser land area into 20% percentage interest.

5.3 Limited Common Elements for the three units are as follows:

a. Unit A. The land area surrounding and under Unit A more particularly described in Exhibit A-1 as amended, is a limited common element of Unit A and is for the exclusive use of Unit A and consists of approximately 3.001 acres. The Unit may qualify for building of one dwelling and a guest house as is permitted by the County of Kauai.

b. Unit B. The land area surrounding and under Unit B more particularly described in Exhibit A-2 is a limited common element of Unit B and is for the exclusive use of Unit B and consists of approximately 2.676 acres. The unit may qualify for the building of one dwelling as permitted by the County of Kauai. There are easements appurtenant to Unit B:

(i) A 5 feet wide nonexclusive perpetual Bridge Easement being also a portion of Easement D-2 and D-3 and located on Exclusion 4 on the Condominium Map with such portion of the land necessary to place the abutments and foundation of the bridge crossing the Wainiha Stream on Lot 214 and Exclusion 4 as provided in the Agreement to Grant and Maintain Easements and the Grant of Bridge Easement dated December 5, 1994 recorded in the Bureau of Conveyance as Document No.

94-210004. (ii). A 15 feet wide non-exclusive perpetual Easement D-2 for roadway, pedestrian and utility providing nonexclusive right over, under and across the land of Exclusion 4 as shown on the Condominium Map and the right to use the same as provided in the Agreement to Grant and Maintain Easements for the use of Exclusion 5 and consisting of approximately 1,862 square feet.

(iii). A 15 feet wide nonexclusive perpetual Easement D-3 for roadway, pedestrian and utility providing nonexclusive right, over, under and across the land of Exclusion 4 as shown on the Condominium Map and the right to use the same as provided in the Agreement to Grant and Maintain Easements and as provided in the Grant of Easement "D-3" recorded in the Bureau of Conveyances as Document No. 94-210008, consisting of approximately 2,160 square feet.

c. Unit C. The land area surrounding and under Unit C more particularly described in Exhibit A-3, is a limited common element of Unit C and is for the exclusive use of Unit C and consists of approximately 0.392 acres. The Unit may qualify for building of one dwelling as is permitted by the County of Kauai.

d. Any fences, walls or utility systems or lines which are located within the limited common land area and which services or benefits only one Unit shall be deemed a limited common element of such unit.

6. EXHIBITS TO DECLARATION. The Exhibits attached to the Declaration are amended as follows:

a. Exhibit A-1 the description of the limited common element land area for Unit A is amended by replacing it with Exhibit A-1 (amended) as attached to this Second Amendment to the Declaration.

b. Exhibit A-3 the description of the limited common element land area for Unit C is attached to this Second Amendment to the Declaration.

7. CONDOMINIUM MAP AMENDMENTS ATTACHED TO THIS DECLARATION. The Condominium Map 4426 and its certifications are amended as follows:

a. Exhibit B. Engineer's Certification by Ronald J. Wagner, Certified Professional Engineer No. 4421C and Licensed Professional Land Surveyor No. 5074 which reflects the amendment of the site plan in its entirety to reflect the division of Unit A into Units A and C in the Project and the Plans and Elevations of Spatial Unit C.

b. Exhibit C. The Amended Site Plan of the Project which reflects the Limited Common Element Areas of Units A, B and C.

c. Exhibit D. The Plans and Elevations of Spatial Unit C of the Project.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

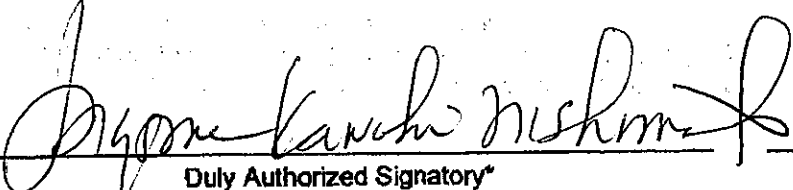
The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-6 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

BRYSONE KANOHI NISHIMOTO, Trustee of Brysone Kanohi Nishimoto
Trust dated 8/11/92, BRYSONE KANOHI NISHIMOTO, Successor
Trustee of Catherine Risinger Nishimoto Trust dated 8/11/92 and RITCH
MCBRIDE, Successor Trustee of the Daniel Bellin & Associates Pension
& Profit Sharing Plan and Trust Agreement dated 10/28/85

Printed Name of Developer


Duly Authorized Signatory" 1/1/10
Date

Brysone Kanohi Nishimoto, Trustee of Brysone Kanohi Nishimoto Trust

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

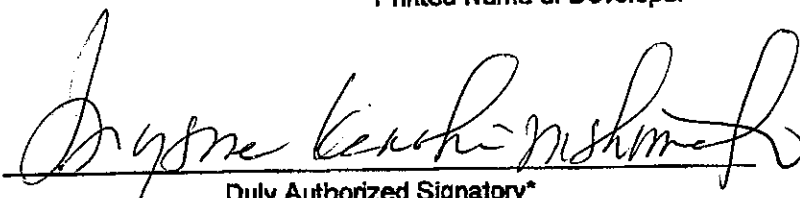
The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

BRYSONE KANOHI NISHIMOTO, Trustee of Brysone Kanoahi Nishimoto
Trust dated 8/11/92, BRYSONE KANOHI NISHIMOTO, Successor
Trustee of Catherine Risinger Nishimoto Trust dated 8/11/92 and RITCH
MCBRIDE, Successor Trustee of the Daniel Bellin & Associates Pension
& Profit Sharing Plan and Trust Agreement dated 10/28/85

Printed Name of Developer



Duly Authorized Signatory*

1/1/10

Date

Brysone Kanoahi Nishimoto Successor Trustee of Catherine Risinger Nishimoto Trust

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

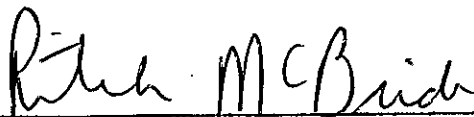
The Developer declares subject to the penalties set forth in Section 514B-89, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

BRYSONE KANOHI NISHIMOTO, Trustee of Brysone Kanohi Nishimoto
Trust dated 8/11/92, BRYSONE KANOHI NISHIMOTO, Successor
Trustee of Catherine Risinger Nishimoto Trust dated 8/11/92 and RITCH
MCBRIDE, Successor Trustee of the Daniel Bellin & Associates Pension
& Profit Sharing Plan and Trust Agreement dated 10/28/85

Printed Name of Developer



Duly Authorized Signatory*

1/1/10

Date

Ritch McBride, Successor Trustee of Daniel Bellin & Associates Trust

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple	<input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	N/A	
Fee Owner's Address		
Address of Project	Wainiha Powerhouse Road, Wainiha, Kauai, Hawaii 96714	
Address of Project is expected to change because	N/A	
Tax Map Key (TMK)	(4) 5-8-04-027	
Tax Map Key is expected to change because		
Land Area	6.069 acres	
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	N/A	

1.2 Buildings and Other Improvements

Number of Buildings	two and one spatial unit
Floors Per Building	one
Number of New Building(s)	two and one spatial unit
Number of Converted Building(s)	none
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	4 iron posts, 3 sides covered with geo textile shade cloth with no roof. Spatial unit- unit built within a 5 feet square and height and any type of materials.

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc.)	Area
A	1	N/A	N/A	16 s.f.	shed	N/A
B	1	N/A	N/A	16 s.f.	shed	N/A
C	1	N/A	N/A	25 s.f	spatial	N/A
See Exhibit _____						

3	Total Number of Units
---	-----------------------

Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning							
	Type of Use	No. of Units	Use Permitted by Zoning			Zoning	
<input checked="" type="checkbox"/>	Residential	2 (Units A and C)	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	R-1
<input type="checkbox"/>	Commercial		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input checked="" type="checkbox"/>	Other(specify)	1 (Unit B)	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Open
Is/Are this/these use(s) specifically permitted by the project's Declarations or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Describe any variances that have been granted to zoning code.							

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots	
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>	

	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p>
--

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: (1) & (2) Brysone Kanohi Nishimoto (see page 1) Business Address: P. O. Box 501, Hanalei, Hawaii 96714 Business Phone Number : (808) 82667769 E-mail Address: Brysone@flex.com
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	(3) Ritch McBride (see page 1) Business Address: P. O. Box 3708, Lihue, Hawaii 96766 E mail address: Ritch@aloha.net
2.2 Real Estate Broker	Name: Na Pali Properties, Inc. for Brysone Kanohi Nishimoto Business Address: P. O. Box 476, Hanalei, Hawaii 95714 Business Phone Number: (808) 8267272 E-mail Address: jane@napaliprop.com
2.3 Escrow Depository	Name: Title Guaranty Escrow Services, Inc. Business Address: 4416 Kukui Grove Street, Suite 264, Lihue, Hawaii 96766 Business Phone Number: (808) 24253381
2.4 General Contractor	Name: None Business Address: None Business Phone Number: None
2.5 Condominium Managing Agent	Name: Self managed Business Address: P. O. Box 501, Hanalei, Hawaii 96714 Business Phone Number: (808) 8266769
2.6 Attorney for Developer	Name: Hiroshi Sakai, Esq. Business Address: 3773 Diamond Head Circle, Honolulu, Hawaii 96815 Business Phone Number: (808) 7348619

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

The Declaration of Condominium Property Regime contains a description of the land, buildings, units, common interests, common elements, limited common elements, and other information relating to the condominium project.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Declaration	March 9, 2007	2007-062448. 2007-062449

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
1st Amendment	May 2, 2007	2007-088183
2nd Amendment	August 18, 2009	2009-126877

3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
By Laws	March 9, 2007	2007-062450

Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number
1st amendment	May 2, 2007	2007-088183

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	4428
Dates of Recordation of Amendments to the Condominium Map: Amendment to Condominium Map dated August 18, 2009. Doc. No. 2009-126877	

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

Sales Documents on file with the Commission include, but are not limited to, the following:	
<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit C contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: October 7, 2009 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit D contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other

5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

<input type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit
<input type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

<input checked="" type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:	
Building and Other Improvements: None	
Appliances: None	

EXHIBIT A
ENCUMBRANCES AGAINST TITLE

The title report of Title Guaranty of Hawaii, Inc. reports that title to the land is subject to:

1. Any and all Real Property Taxes that may be due and owing. To have confirmation with respect to taxes contact the Director of Finance, County of Kauai. Tax Key: (4) 5-8-004-027 Area Assessed: 6.069 acres Land Classification: IMPROVED RESIDENTIAL divided into condominium Units A (3.001 acres), B (2.067 acres) and C (0.392 acres).
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Location of the boundary of Wainiha Stream and the effect, if any, upon the area of the land described herein, and the free flowage thereof.
4. An easement for trail and the free flowage of water in all auwais, ditches and streams in favor of all those entitled thereto as exist on the ground and as shown on a map thereof filed with the Final Decree of Partition in the Circuit Court of the Fifth Circuit, Territory of Hawaii, now State of Hawaii, in Equity Proceedings No. 109, as set forth in Deeds dated December 23, 1947, recorded in Liber 2099 at Page 392, dated January 9, 1948, recorded in Liber 2099 at Page 411, and dated December 23, 1947, recorded in Liber 2113 at Page 47.
5. The rights of all owners of Wainiha Hui Lands, also known as Ahupuaa of Wainiha, and all owners of Kuleanas within the external boundaries of said Ahupuaa of Wainiha, to fish and boat in the Wainiha Stream abutting upon or flowing over a portion of the land described herein, as set forth in Deeds dated December 23, 1947, recorded in Liber 2099 at Page 392, dated January 9, 1948, recorded in Liber 2099 at Page 411, and dated December 23, 1947, recorded in Liber 2113 at Page 47.
6. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
7. The terms and provisions contained in the following:
INSTRUMENT : AGREEMENT TO GRANT AND MAINTAIN

EASEMENTS

DATED : December 5, 1994
RECORDED : Document No. 94-210003
PARTIES : BRYSONE K. NISHIMOTO, husband of
Catherine C. Nishimoto, "brysone",
DANIEL BELLIN, Trustee of the Daniel
Bellin & Associates Pension and Profit
Sharing Plan and Trust, under
unrecorded profit sharing plan and
trust agreement dated October 28,
1985, "Bellin", EGAN K. NISHIMOTO,
Trustee of the Egan K. Nishimoto
Revocable Living Trust dated February
15, 1980, "Egan" and NICHOLAS ALLAN
BORGSTROM, husband of Michelle
Borgstrom, and ARAN COLLIER,
unmarried, "Borgstrom"

8. GRANT
TO : GRANT OF WATERLINE EASEMENT AND
RESERVATION
DATED : December 5, 1994
RECORDED : Document No. 94-210005
GRANTING : a five feet (5') wide non-exclusive
perpetual easement for waterline
purposes along the western boundary of
Lot 214 abutting the Wainiha
Powerhouse Road, from the end of the
present County of Kauai waterline in
the Wainiha powerhouse Road to the
beginning of Easement D-1 on the
Wainiha Powerhouse Road
9. Any claim or boundary dispute which may exist or
arise by reason of the failure of the GRANT OF
EASEMENT December 5, 1994 referred to in referred
to in Schedule to locate with certainty the
boundaries of the a fifteen feet (15') wide non-
exclusive perpetual easement over, across, through
and under the Egan Lot A described in said
instrument.
10. GRANT
TO : GRANT OF EASEMENT "D-1" WITH
RESERVATION
DATED : December 5, 1994
RECORDED : Document No. 94-210006
GRANTING : a fifteen feet (15') wide non-
exclusive perpetual easement for
vehicular, pedestrian and utilities
access purposes. Said easement being
more particularly described in Exhibit
"A" attached thereto

11. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY
REGIME FOR
"WAINIHA HUI ESTATES" CONDOMINIUM
PROJECT

DATED : March 9, 2007
RECORDED : Document No. 2007-062448
MAP : 4426 and any amendments thereto

Said Declaration was amended by instruments dated
May 2, 2007, recorded as Document No. 2007-088183,
and dated August 21, 2009, recorded as Document No.
2009-126877.

12. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF OWNERS

DATED : March 9, 2007
RECORDED : Document No. 2007-062450

Said By-Laws was amended by instrument dated May 2,
2007, recorded as Document No. 2007-088183.

13. The terms and provisions contained in the following:

INSTRUMENT : WAINIHA HUI ESTATES UNIT CONVEYANCE A

DATED : October 10, 2007
RECORDED : Document No. 2007-204428

Note: Unit A was divided into Unit A having a
limited common element land area of 3.001 acres and
a 30% common interest in the project and Unit C
having a limited common element land area of
0.392 acres and a 20% common interest in the project
by the 2nd Amendment to the Declaration.

14. The terms and provisions contained in the following:

INSTRUMENT : WAINIHA HUI ESTATES UNIT CONVEYANCE B

DATED : October 19, 2007
RECORDED : Document No. 2007-220751

Note: Unit B remained the same limited common
element land area of 2.676 acres and a 50% common
interest in the project.

EXHIBIT B
WAINIHA HUI ESTATES
Registration No. 6373

DISCLOSURE STATEMENT AS OF DECEMBER 7, 2009

1. Name of Project: WAINIHA HUI ESTATES
2. Address: Wainiha Powerhouse Road, Wainiha, Hawaii, area 6.069 acres.
3. Name of Owner and Developer: Brysone Kanohe Nishimoto, Trustee of Brysone Kanohe Nishimoto Trust dated August 11, 1992, as amended; Brysone Kanohe Nishimoto, Successor Trustee of the Catherine Risinger Nishimoto Trust dated August 11, 1992, as amended and Ritch McBride, Successor Trustee of the Daniel Bellin & Associates Pension and Profit Sharing Plan and Trust dated October 28, 1985.
4. Address of Developer: P. O. Box 501, Hanalei, Hawaii 96714.

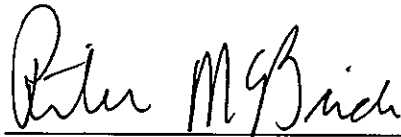
Telephone: (808) 8266769
5. Project Manager or Agent: Self managed by Association of Unit Owners.
6. Address of Association: P. O. Box 501, Hanalei, Hawaii 96714..
7. Maintenance Fees; There is presently no maintenance fees since the project is divided with Units A and B having direct access through a common element Easements D-1 of 4,835 square feet and D-3 of 2,160 square feet located on the Condominium Map. Unit C has direct access to the Wainiha Powerhouse Road. Each Unit Owner to take out his or her own insurance for their respective Unit and their appurtenant limited common elements and common element Easements and shall add the name of the Association as an additional assured.
8. Commencement of Maintenance Fees; At such time that the majority of the owners decide that a maintenance fee is necessary and desire the maintenance fee to commence. Each owner to maintain his or her own respective premises at his or her own cost and expense.
9. Warranties: The Project is a fee simple condominium project and there are no warranties.
10. Project: The Project consists of three (3) condominium units, Units A and B of which are free standing detached structures and Unit C is a spatial unit. The uses will be residential, open and other uses that are allowed by the County of Kauai ordinances.

Dated: Hanalei, Hawaii, this 7th day of December, 2009.

OWNER AND DEVELOPER.

BRYSONE KANOHI NISHIMOTO, Trustee of
the Brysone Kanohi Nishimoto Trust dated
August 11, 1992.

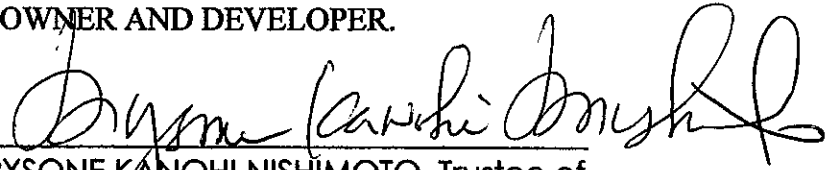
BRYSONE KANOHI NISHIMOTO, Successor
Trustee of. the Catherine Risinger Nishimoto,
Trust dated August 11, 1992.

A handwritten signature in black ink, appearing to read "Ritch McBride", written over a horizontal line.

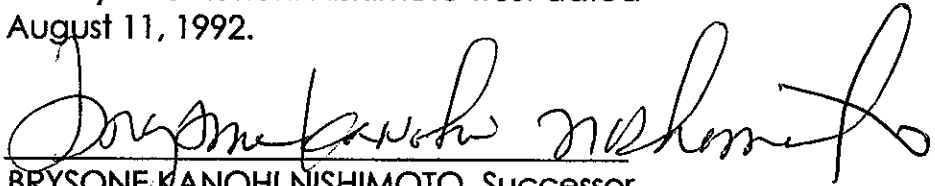
RITCH MCBRIDE, Successor Trustee of
the Daniel Bellin Associates Pension and
Profit Sharing Plan dated October 28, 1985

Dated: Hanalei, Hawaii, this 7th day of December, 2009.

OWNER AND DEVELOPER.

A handwritten signature in cursive script, appearing to read "Brysone Kanohe Nishimoto".

BRYSONE KANOHI NISHIMOTO, Trustee of
the Brysone Kanohe Nishimoto Trust dated
August 11, 1992.

A handwritten signature in cursive script, appearing to read "Brysone Kanohe Nishimoto".

BRYSONE KANOHI NISHIMOTO, Successor
Trustee of. the Catherine Risinger Nishimoto,
Trust dated August 11, 1992.

RITCH MCBRIDE, Successor Trustee of
the Daniel Bellin Associates Pension and
Profit Sharing Plan dated October 28, 1985

EXHIBIT E

LIMITED COMMON ELEMENTS

The land area delineated and designated in the Condominium Map as limited common elements are limited common elements of a unit and consist of the following:

a. Unit A. The land area surrounding and under Unit A more particularly described in Exhibit A-1 is a limited common element of Unit A and is for the exclusive use of Unit A and consists of approximately 3.3001 acres. The Unit may qualify for building of one or more dwellings and a guest house as is permitted by the County of Kauai.

b. Unit B. The land area surrounding and under Unit B more particularly described in Exhibit A-2 is a limited common element of Unit B and is for the exclusive use of Unit B and consists of approximately 2.676 acres. The unit may qualify for the building of one dwelling as permitted by the County of Kauai. The following easements are appurtenant to Unit B:

(i) A 5 feet wide nonexclusive perpetual Bridge Easement being also a portion of Easement D-2 and D-3 and located on Exclusion 4 on the Condominium Map with such portion of the land necessary to place the abutments and foundation of the bridge crossing the Wainiha Stream on Lot 214 and Exclusion 4 as provided in the Agreement to Grant and Maintain Easements and the Grant of Bridge Easement dated December 5, 1994 recorded in the Bureau of Conveyance as Document No. 94-21004.

(ii). A 15 feet wide non-exclusive perpetual Easement D-2 for roadway, pedestrian and utility providing nonexclusive right over, under and across the land of Exclusion 4 as shown on the Condominium Map and the right to use the same as provided in the Agreement to Grant and Maintain Easements for the use of Exclusion 5 and consisting of approximately 1,862 square feet.

(iii). A 15 feet wide nonexclusive perpetual Easement D-3 for roadway, pedestrian and utility providing nonexclusive right, over, under and across the land of Exclusion 4 as shown on the Condominium Map and the right to use the same as provided in the Agreement to Grant and Maintain Easements and as provided in the Grant of Easement "D-3" recorded in the Bureau of Conveyances as Document No. 94-21008, consisting of approximately 2,160 square feet.

c. Unit C. The land area surrounding and under Unit C more particularly described in Exhibit A-3, is a limited common element of Unit C and is for the exclusive use of Unit C and consists of approximately 0.392 acres. The Unit may qualify for building of one dwelling as is permitted by the County of Kauai."

d. Any fences, walls or utility systems or lines which are located within the limited common land area and which services or benefits only one Unit shall be deemed a limited common element of such unit.